



**First Bank**

First Bank Place  
601 Second Avenue South  
Minneapolis, MN 55402-4302

0100519037

RECORDATION NO. 10850-I FILED 1295  
FEB 8 1995 -3 45 PM  
INTERSTATE COMMERCE COMMISSION

January 26, 1995

Mr. Vernon A. Williams  
Acting Secretary  
Interstate Commerce Commission  
12th Street and Constitution Avenue Northwest  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303 are one original and one photocopy of a Termination Agreement dated as of January 13, 1995.

The names of the parties to the enclosed document are:

Owner Trustee: First Security Bank of Idaho, N.A., as  
Successor Trustee to First Security State Bank.  
(see next page for address and phone number)  
Agent: First Security Bank of Utah, N.A.  
(see next page for address and phone number)

A description of the railroad equipment covered by the enclosed document is: 200 50-foot, 6-inch, 70 Ton, Class XM Boxcars bearing Road Numbers ITC 8000 through 8199, inclusive.

Also enclosed is a check in the amount of \$18.00 payable to the Interstate Commerce Commission covering the required recordation fee. Kindly return the stamped original of the enclosed document and the stamped photostatic copy of this letter to:

Bradley C. Gunstad  
First Bank National Association  
First Bank Place, MPFP 0904  
601 Second Avenue South  
Minneapolis, MN 55402  
(612) 973-0658

Following is a short summary of the enclosed document:

The enclosed document provides for the termination of the termination of the Conditional Sales Agreement dated as of August 20, 1979 and all of the Agent's right, title and interest in and

The enclosed documents are being returned for the additional filing fee of \$6.00

Please include the name and addresses of the parties and also a telephone number for contact purposes.

The new filing fee is \$21.00 in lieu of \$18.00.

Dear Sir or Madam:

Enclosed is an additional check for \$6.00. I have added the names and addresses of the parties to the original transmittal letter. Thanks.

Joe Gurd

2-7-75

(612) 973-0658

19233

RECORDATION NO. FILED 1425  
FEB 8 1995 -3 20 PM  
INTERSTATE COMMERCE COMMISSION

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FEB 8 1995 -3 20 PM  
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Interstate Commerce Commission  
Washington, D.C. 20423-0001

2/8/95

Office Of The Secretary

Bradley C. Gunstad  
First Bank Place  
First Bank National Association  
601 Second Avenue South  
Minneapolis, MN 55402-4302

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 2/8/95 at 3:45PM, and assigned recordation number(s). 10850-I and 10850-J.

Sincerely yours,

Vernon A. Williams  
Secretary

Enclosure(s)

\$ ~~42.00~~ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature

RECORDATION NO. 10850-I FILED 1425  
FEB 8 1995 3 45 PM  
INTERSTATE COMMERCE COMMISSION

REC. FILED 1425  
FEB 8 1995 3 45 PM  
INTERSTATE COMMERCE COMMISSION

### TERMINATION AGREEMENT

THIS TERMINATION AGREEMENT is dated as of January 13, 1995 by and between **FIRST SECURITY BANK OF UTAH, N.A.**, (herein the "Agent"), and **FIRST SECURITY BANK OF IDAHO, N.A.**, not in its individual capacity but solely as successor trustee to **FIRST SECURITY STATE BANK** (herein the "Owner Trustee") under a Trust Agreement dated as of August 20, 1979 (herein the "Trust Agreement") with **FIRST BANK NATIONAL ASSOCIATION**, as successor by assignment to **Ingersoll-Rand Financial Corporation**, (herein the "Owner").

WHEREAS, in furtherance of the transactions contemplated by the Trust Agreement, the Owner Trustee purchased 200 50-foot, 6-inch, 70 Ton, Class XM Boxcars bearing Road Numbers ITC 8000 through 8199, inclusive (collectively the "Equipment" and individually a "Unit") and entered into a Lease of Railroad Equipment dated as of August 20, 1979 (the "Lease") with **ILLINOIS TERMINAL RAILROAD COMPANY**, as lessee.

WHEREAS, the Owner Trustee has heretofore entered into a Condition Sale Agreement dated August 20, 1979 ("herein the "CSA") with **PULLMAN INCORPORATED, PULLMAN STANDARD DIVISION** ("herein the "Builder") pursuant to which the Builder financed the purchase of the Equipment and the Owner Trustee's interest in the Lease and Equipment was pledged to the Builder.

WHEREAS, the Builder and the Agent entered into that certain Agreement and Assignment dated as of August 20, 1979 (herein the "Assignment Agreement") pursuant to which all right, title and interest of the Builder in the CSA as assigned to the Agent; and,

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of September 1, 1981, **Illinois Terminal Railroad Company** assigned and transferred all its interest in and to the Lease and the Equipment to **NORFOLK AND WESTERN RAILWAY COMPANY** (herein the "Lessee").

WHEREAS, the CSA, the Assignment Agreement and the Lease were filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on September 28, 1979, recordation numbers 10850, 10850-A and 10850-B, respectively.

OFFICE OF COMPLIANCE  
& ENFORCEMENT  
SECTION OF OPERATIONS  
& INSURANCE

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WHEREAS, the obligations of the Owner Trustee to the Agent under the CSA Agreement have been satisfied in full and the Owner Trustee and the Agent desire to terminate the CSA Agreement and the Agent's interest in the Lease and the Equipment.

NOW THEREFORE, for \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Agent and the Owner Trustee, with due authority from the Owner, hereby terminate, upon filing with the Interstate Commerce Commission, the CSA Agreement and Agent's right title and interest in and to the Lease and the Equipment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

**AGENT:**

**FIRST SECURITY BANK OF UTAH, N.A.,**  
not in its individual capacity, but  
solely as Agent

BY: *A. Claff*  
ASSISTANT VICE PRESIDENT

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

**OWNER TRUSTEE**

**FIRST SECURITY BANK OF IDAHO,  
N.A.,** not in its individual  
capacity but solely as  
successor trustee to FIRST  
SECURITY STATE BANK

BY: *Nancy M. Dell*  
Trust Officer

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

JAN 27 3 02 PM '95  
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& ENFORCEMENT  
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& INSURANCE

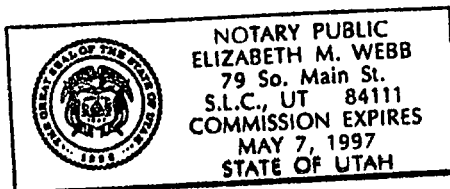
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STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of January, 1995, before me personally appeared Santa Lisa Clouston, to me personally known, who, being by me sworn, says that she is Asst. Vice President of **FIRST SECURITY BANK OF UTAH, N.A.**, and that the foregoing Termination Agreement was signed on behalf of said association by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Termination was the free act and deed of said association.

Elizabeth M. Webb  
Notary Public

[Notarial Seal]  
My commission expires:

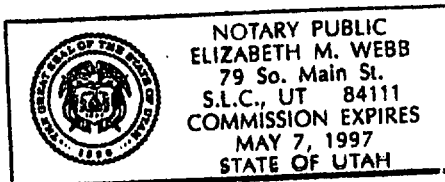


STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of January, 1995, before me personally appeared Tracy M. Dahl, to me personally known, who, being by me sworn, says that she is Asst. Officer of **FIRST SECURITY BANK OF IDAHO, N.A.**, and that the foregoing Termination Agreement was signed on behalf of said association by authority of its Board of Directors. Further, she acknowledged that the execution of the foregoing Termination was the free act and deed of said association.

Elizabeth M. Webb  
Notary Public

[Notarial Seal]  
My commission expires:



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& ENFORCEMENT  
SECTION OF OPERATIONS  
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